

WORLD FOOD PROCESSING Grower Contract

Contract Number _____

SELLER: _____

BUYER: World Food Processing
4301 World Food Ave.
Oskaloosa, IA 52577
515-673-1449

Phone: _____

SELLER AND BUYER AGREE TO THE FOLLOWING:

(1) Seller hereby agrees to plant, tend, harvest, sell, and deliver to Buyer hereinafter called "WFP", the variety called WFP _____ (distributed by Frontier Seeds, Inc.), harvested from _____ acres of land owned, rented, farmed, or in which there is an interest by Seller for the 2000 crop year on the terms and conditions of this agreement.

(2) PRODUCTION. Seller is responsible for all costs associated with harvest and delivery of the crop. Frontier Seeds, Inc. makes no representation or warranty, express or implied, as to the fitness, quality or productiveness of any seed, which may have been sold or provided to Seller.

(3) QUALITY. Variety of seed must be approved by WFP. Crop must meet the following standards.

- a. Minimum 56 pound test weight
- b. Minimum 10% Maximum 13.5% moisture
- c. No dirty seed coat or damaged seed coat
- d. Free of stains (mud, nightshade, sap, etc.) mold, mildew or bad odor
- e. Foreign material over 1% discounted from net weight
- f. No heat damage
- g. Free of variety mixture and corn
- h. Maximum 1% other colors and free from any green soybeans
- i. Clean basis, sized over a 14/64 screen
- j. Free of Corn and Other material that makes the crop not saleable
- k. Free of GMO Seeds as determined solely by WFP

Combines and all other harvest and handling equipment will be absolutely free of all mixtures of commodities and foreign material prior to harvest. If crop does not meet the above standards, buyer may reject all or part of the crop or may discount price.

(3a) Foreign material will be discounted using standard grading methods.

(4) WEIGHTS AND GRADES. Destination Weights and Grades Govern. Seller is paid on a clean bushel basis.

(5) **PRICE CLEANED BUSHEL.** One dollar (\$1.00) per clean bushel over the applicable Chicago Board of Trade future option at time of delivery. The soybeans will be sized over a 14/64 screen.

(5a) *Seller can forward price after receiving sample results with the word "accepted" printed on report. Producer can only forward price through World Food Processing a maximum of 75% of total bushels available.

*Culls: Daily local market price, minus .10 cent per bushel handling fee, priced in Oskaloosa, IA, on time of delivery from cleaning plant.

(5b) Seller warrants to Buyer that the commodity delivered under this contract is free and clear of any penalty, lien, charge of encumbrances, security interests, and claims of any kind or nature.

(5c) Seller agrees that if crop is rejected due to quality after WFP has hedged the soybeans, then Seller is responsible to settle for price increases on the Chicago Board of Trade and the buyer for price decreases on the Chicago Board of Trade.

(6) **TERMS OF PAYMENT.** Net 12 days from the completion of conditioning.

(7) **DELIVERY BASIS.** FOB Oskaloosa, IA. Seller pays delivery costs. Crop will be shipped on buyers call.

(8) **STORAGE AND SHIPMENT PERIOD.** Seller will store crop until called by WFP for delivery to conditioning facility. All loads must be scheduled with WFP.

(9) **TRANSFER OF OWNERSHIP.** All title and interest to crop shall remain with Seller until crop has been delivered to conditioning facility.

(10) **OUTSTANDING DEBT.** Seller agrees to settle any outstanding accounts resulting to crop by hereby expressly allowing Buyer to deduct any such account from revenue due to Seller under this contract. Seller agrees that any outstanding accounts resulting due to crop may be subject to discounts taken in accordance with the National Grain & Feed rules and regulations and these discounts may be deducted from the purchase price of the soybeans. This contract is subject to the rules of the National Grain & Feed Association.

(11) In the event that exporters contracting with WFP default on their obligations to WFP, this contract is null and void. WFP will use its best efforts to find replacement markets.

(12) **SELLER AGREES:** Seller agrees to Non GMO verification from an Non GMO certification company.

(13) **Variety Rights:**

Seller agrees that substantial effort has been expended to develop the soybean varieties sold in regards to this contract. Seller agrees to have no rights to replant, or to transfer this variety to any third party. Seller agrees to notify WFP before moving any or all soybeans represented in this contract. This notification includes Sellers total bushels shipped and destination of soybeans..

SELLER:

By: _____

Date: _____

BUYER:

By: _____
World Food Processing, Inc

Date: _____